

**MEMORANDUM OF AGREEMENT  
BETWEEN THE U.S. GENERAL SERVICES ADMINISTRATION, U.S. ARMY,  
ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER**

**REGARDING THE SUNFLOWER ARMY AMMUNITION PLANT  
DISPOSAL ACTION NEAR DeSOTO, KANSAS**

**WHEREAS**, the Sunflower Army Ammunition Plant (Sunflower or the Property) is located near the City of DeSoto, Johnson County, Kansas, and is a government-owned, contractor operated military industrial installation comprising approximately 9,018.6 acres of land; and,

**WHEREAS**, Sunflower is currently under the jurisdiction of the United States Army (U.S. Army); and,

**WHEREAS**, the U.S. Army has determined Sunflower is excess to its needs and is available for disposal as surplus to the needs of the United States; and,

**WHEREAS**, pursuant to the authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, 40 USC 471 *et seq.*) as amended, and rules, orders, and regulations issued pursuant thereto, the U.S. Army has requested the U.S. General Services Administration (GSA) dispose of Sunflower; and,

**WHEREAS**, the GSA, the Advisory Council on Historic Preservation (Council), the Kansas State Historic Preservation Office (Kansas SHPO), and the U.S. Army acknowledge the contemplated action meets the definition of “undertaking” for the purpose of compliance with Section 106 of the National Historic Preservation Act of 1966 (NHPA), (16 USC 470 *et seq.*), and implementing regulations 36 CFR 800; and,

**WHEREAS**, the parties hereto agree that the contemplated disposal and transfer of Sunflower may have an adverse effect on historic properties, recorded and/or unknown; and

**WHEREAS**, the GSA and the Kansas SHPO concur that the Area of Potential Effects (APE) for the transfer of the Sunflower property is limited to the boundaries of the Sunflower property as described in Attachment 1; and,

**WHEREAS**, the parties to this agreement recognize GSA will ultimately transfer Sunflower to non-federal public benefit and private development entities through a series of separate conveyances for reuse according to an approved community-based plan; and,

**WHEREAS**, the GSA and the Kansas SHPO concur that the Sam E. Roberts House (Building No. FH-3), located on the Property (NW ¼ of the NE ¼ of Section 25, Range 21 East, Township 13 South), is eligible for listing on the National Register of Historic Places (National Register), and therefore is identified as an historic property; and,

**WHEREAS**, the GSA and the Kansas SHPO concur that with the exception of the Sam E. Roberts House, identified above, there are no standing structures present on the Property that are eligible for listing in the National Register; and,

**WHEREAS**, the GSA and the Kansas SHPO concur that the Sunflower property, as a whole, although significant under Criterion (a) lacks sufficient integrity to be eligible for listing on the National Register; and,

**WHEREAS**, the GSA and the Kansas SHPO concur that the Sunflower property as a whole is not eligible for listing on the National Register as a Rural Historic Landscape; and,

**WHEREAS**, the GSA and the Kansas SHPO concur that the portion of the Property, identified as the Low Probability Area, consisting of approximately 6,860 acres and identified on Attachment 2, has been heavily disturbed by past construction activities and that: (1) it is not contemplated that transfer of this portion of the Property to non-federal entities will cause any adverse effects to historic properties; and, (2) that no mitigation alternatives are necessary or warranted to be considered by GSA under the Section 106 process at this time; and,

**WHEREAS**, the GSA, the U.S. Army, the Council, and the Kansas SHPO concur that the GSA can transfer title to the portion of the Property identified as the Low Probability Area to federal or non-federal entities without further review under the NHPA; and,

**WHEREAS**, the GSA and the Kansas SHPO concur that the portion of the Property identified as the High Probability Area, consisting of approximately 2,158.6 acres and identified on Attachment 3, has not been heavily disturbed by past construction activities and that: (1) it is contemplated that transfer of this portion of the Property to non-federal entities may cause adverse effects to historic properties; and, (2) that the consideration of effects to historic properties is required by GSA under the Section 106 process; and,

**WHEREAS**, the GSA and the U.S. Army acknowledge that the contemplated remediation activities may occur in either the Low Probability Area or the High Probability Area, and that such ground disturbing remediation activities within the High Probability Area would be considered a federal undertaking that would require the consideration of effects to historic properties under the Section 106 process; and,

**WHEREAS**, GSA has (1) contacted the Indian tribes that are associated with the region around Sunflower; (2) consulted with the Indian tribes that expressed interest in Sunflower (the Kaw Nation, the Shawnee Tribe, and the Absentee Shawnee Tribe of Oklahoma), and as of August 2002, no historic properties have been identified that have religious and cultural significance and no traditional cultural properties (TCP) have been identified; and (3) has invited the Indian tribes to sign this Memorandum of Agreement (MOA) as concurring parties.

**NOW THEREFORE**, the GSA, the U.S. Army, the Council, and the Kansas SHPO, agree that the referenced undertaking has the potential to effect historic properties in the High Potential Area and that the GSA is committed to carrying out its responsibilities under Section

106 of the NHPA in accordance with the statements above and the following stipulations, thereby taking into account the effects of its property disposal activities on historic properties.

## **STIPULATIONS**

GSA shall ensure that the following measures are carried out:

### **I. Evaluation of High Potential Areas**

The portions of the Sunflower property that are considered to be High Potential Areas for having archeological resources, that have been undisturbed by past land use, and that have not been evaluated for the presence of potential historic properties (approximately 2,158.6 acres; Attachment 3) shall be evaluated first with a Phase II (pedestrian survey). A Phase III evaluation will be performed when determined necessary by GSA, in consultation with the Kansas SHPO. These investigations will be completed before the property title is transferred out of federal ownership or before any ground disturbing remediation activities are performed. These archaeological investigations shall be conducted in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-723). The Kansas SHPO shall be provided an opportunity to comment on the findings and determinations of such identification work. All project reports, Kansas State Historical Society Archaeological Site Forms, and all related documentation (maps, references, and informants and interviews) for any identified archaeological sites will be submitted to the Kansas SHPO. Formal National Register eligibility determinations will be prepared and submitted to the Kansas SHPO for review and concurrence of eligibility or non-eligibility. The locations of historic properties that are found to be eligible for listing in the National Register will be recorded in a geographic information system (GIS) and the boundaries of each historic property will be provided in the North American Datum (NAD) 1927.

### **II. Implementation of Preservation Covenant**

If the Phase II and Phase III investigations identify "historic properties" [as defined in 36 CFR Part 800.16(l)(1)] in an area of property to be transferred, the preservation covenant attached hereto as Attachment 4 shall be included and made a material part of all final transfer instruments issued by GSA to the transferee of that property. Attachment 4 defines what constitutes a ground disturbing activity in relation to a historic property that is eligible for listing on the National Register and a description of the Phase IV data recovery requirements that would be required to disturb such a property. Property that is located in the High Potential Area will not be transferred until Phase II surveys and Phase III determinations are completed and reviewed by the Kansas SHPO.

### **III. Protecting Known Properties**

In addition to performing Phase III eligibility determinations on the historic properties discovered during the Phase II survey of the High Probability Area, Phase III eligibility determinations on the six known properties (14JO6, 14JO49, 14JO50, 14JO51, 14JO52, and 14JO53) located at Sunflower will be completed prior to federal transfer. The Kansas SHPO

shall be provided an opportunity to comment on the findings and determinations of such identification work. Project reports, Kansas State Historical Society Archaeological Site Forms, and all related documentation for the archaeological sites referenced above will be submitted to the Kansas SHPO for review and comment. Formal National Register eligibility determinations will be prepared and submitted to the SHPO for review and concurrence of eligibility or non-eligibility. The locations of historic properties that are found to be eligible for listing in the National Register will be recorded in a GIS and the boundaries of each historic property will be provided in the NAD 1927. Should any of six known properties located at Sunflower be found eligible for listing in the National Register, the preservation covenant attached hereto as Attachment 4 shall be included and made a material part of all final transfer instruments issued by GSA to the transferee of that property.

If an historic property will be adversely affected by a proposed activity prior to transfer, the GSA and/or the U.S. Army will consult with the Kansas SHPO to develop an approach to mitigate the adverse effect on the historic property.

#### **IV. Native American Concerns**

As of August 2002, the federally recognized Indian tribes that have expressed interest at Sunflower AAP (the Kaw Nation, the Shawnee Tribe, and the Absentee Shawnee Tribe of Oklahoma) have not identified any properties that have religious or cultural significance within the Low Probability Area (Attachment 2). In accordance with the Kansas Unmarked Burial Sites Preservation Act, GSA has contacted the Kansas State Historical Society, and documented that no known unmarked burial sites are located on the Property. The federally recognized tribes that have expressed interest in Sunflower have surveyed portions of the High Probability Area and have not identified any properties that have religious or cultural significance in the High Probability Area. All of the High Probability Area will be surveyed in accordance with the Kansas State Historical Society procedures for Phase II evaluations and Phase III evaluations will be performed when determined necessary by GSA, in consultation with the Kansas SHPO. Should a potential historic property be discovered during the Phase II evaluations in the High Probability Area that has not been reviewed by said tribes (Attachment 5), the Kaw Nation, the Shawnee Tribe, and the Absentee Shawnee Tribe of Oklahoma, and other Indian tribes with a direct connection to the discovery will be notified to comment on the property's potential religious or cultural significance. GSA will review the comments from the Indian tribes and the Kansas SHPO and make a determination of eligibility for the property under review. The historic properties that have tribal religious or cultural significance will be afforded the same preservation covenants described in Section II, Implementation of Preservation Covenant; Section III, Protecting Known Properties; and Attachment 4.

#### **V. Property Transferred to Other Federal Agency(ies)**

In the event that any property or parcel(s) of the Property is transferred to another Federal agency, such a transfer will not be subject to this agreement because said property or parcel(s) would remain in the Federal inventory and the receiving Federal agency would assume Executive Order 11593 and Section 106 responsibilities.

## **VI. Sam E. Roberts House**

Prior to transferring the Sam E. Roberts house from Federal ownership, GSA will place deed restrictions on said property that require the Grantee to institute a treatment plan, approved by the Kansas SHPO. These covenants are detailed in Attachment 4.

## **VII. Duration**

This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, the date of the last signatory, or as extended by the signatories (GSA, the U.S. Army, the Council, and the Kansas SHPO). Prior to such time, GSA may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation XI, below.

## **VIII. Unanticipated Discoveries**

After the Phase II and III evaluations, but prior to federal transfer, if a potentially historic property(ies) is inadvertently discovered, evaluations will be performed to determine the property(ies)'s eligibility for listing in the National Register.

If human remains are encountered at any time prior to transfer on any portion of the Property, GSA and/or the U.S. Army will contact and consult with the Kansas State Archeologist, in accordance with the Kansas Unmarked Burial Sites Preservation Act (KSA 75-2741 through 75-2754). If the remains are determined to be of aboriginal origin, the requirements set forth under the Native American Graves Repatriation Act (NAGPRA) (43 Code of Federal Regulations [CFR] Part 10.4) will be followed.

If human remains are encountered at any time on any portion of the transferred Property, the Grantee shall notify and consult with the Kansas State Archeologist, in accordance with the Kansas Unmarked Burial Sites Preservation Act (KSA 75-2741 through 75-2754). The Grantee will comply with any recommendations put forth by the Unmarked Burial Sites Preservation Board.

## **IX. Monitoring and Reporting**

Each year, within the first 2 weeks of December, following the execution of this agreement, until it expires, is terminated, or the Property has been transferred from Federal ownership, the GSA shall provide all signatories to this agreement a summary report detailing work undertaken pursuant to its terms. Said report shall include any proposed scheduling changes, any problems encountered, and any disputes and/or objections received in the GSA's efforts to carry out the terms of this agreement. Failure to provide such a report may be considered non-compliance with the terms of this MOA pursuant to Stipulation X, below.

## **X. Dispute Resolution**

Should any party to this agreement object at any time to any actions proposed pursuant to the agreement, or the manner in which the terms of this MOA are implemented, GSA, on behalf of and in coordination with the Army, will consult further with the objecting party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will forward all documentation relevant to the dispute to the Council including GSA's recommended resolution of the objection. Within 30 calendar days after receipt of all pertinent documentation, the Council will either:

1. Advise GSA that it concurs with GSA's recommended resolution, whereupon GSA will respond to the objection accordingly; or
2. Provide GSA with recommendations, which GSA will consider in reaching a final decision regarding the dispute; or
3. Notify GSA that it will comment pursuant to 36 CFR §800.7(c), and proceed to comment on the subject in dispute. Any Council comment provided in response to such a request will be considered by GSA in accordance with 36 CFR §800.7(c)(4) with reference only to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute, and the responsibility of GSA to carry out all actions under this MOA that are not the subject of the dispute will remain unchanged.

If the Council fails to provide recommendations or to comment within the specified time period, GSA may implement the action subject to dispute under this Stipulation in accordance with its recommended resolution.

The GSA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. The GSA will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The GSA's decision will be final.

## **XI. Amendments and Noncompliance**

If any signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR Part 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation XII, below.

## **XII. Termination**

If an MOA is not amended following the consultation set out in Stipulation XI, it may be terminated by any signatory (GSA, the U.S. Army, the Council, or the Kansas SHPO). Within

30 days following termination, the GSA shall notify the signatories if it will initiate consultation to execute an MOA with signatories under 36 CFR §800.6(c)(1), or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

This MOA is executed by the following Federal and State agencies: GSA, the U.S. Army, the Council, and the Kansas SHPO. The implementation of this MOA and its terms provide evidence that the GSA has completed the Section 106 process by taking into account the effects of this undertaking on historic properties and affording the Council an opportunity to comment.

### **XIII. ANTI-DEFICIENCY ACT**

Any requirement for the payment or obligation of funds by the Government established by the terms of this agreement shall be subject to the availability of appropriated funds. No provision in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC Section 1341.

**SIGNATORIES:**

U.S. General Services Administration

\_\_\_\_\_ Date: \_\_\_\_\_

Jerry Moore, Acting Director, GSA Region 7 Office of Property Disposal

U.S. Army

\_\_\_\_\_ Date: \_\_\_\_\_

**Print name and title:**

\_\_\_\_\_

Kansas State Historical Society

\_\_\_\_\_ Date: \_\_\_\_\_

Mary R. Allman, Kansas State Historic Preservation Officer

Advisory Council on Historic Preservation

\_\_\_\_\_ Date: \_\_\_\_\_

Lee Keatinge, Advisory Council on Historic Preservation



## CONCURRING PARTIES:

Guy Monroe, Chairperson  
Kaw Nation  
Drawer 50  
Kaw City, OK 74641

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Greg Pitcher, Director  
Shawnee Tribe  
P.O. Box 189  
Miami, OK 74355

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Larry Nucholls, Governor  
Absentee-Shawnee Tribe of Oklahoma  
2025 S. Gordon Cooper, Dr  
Shawnee, OK 74801

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Craig Crease  
California and Oregon Trails Association  
12013 West 74<sup>th</sup> Street  
Shawnee, KS 74801

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Jimmie D. Oyler  
P.O. Box 505  
Desoto, KS 66018-0505

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Don Jarrett, County Attorney  
Johnson County  
1111 S. Cherry  
Olathe, KS 60661

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Micheline Burger, President  
Taxpayers Opposed To Oz  
26622 West Greentree Ct.  
Olathe, KS 6601

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Tom Warner  
Kansas State University  
Dept. of Horticulture, Forestry and Recreational Recourses  
2021 Throcmortan  
Manhattan, KS 66506

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Nancy Wallerstein, Chair  
Johnson County Park & Recreation District  
7900 Renner Rd.  
Shawnee Mission, KS 66219-9723

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Marilyn C. Layman  
Superintendent of Schools  
DeSoto Unified School District 232  
8305 Peoria Street  
P.O. Box 449  
DeSoto, KS 66018-0449

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Michael J. Armstrong, General Counsel  
Water District No 1 of Johnson County  
P.O. 2921  
Shawnee, KS 66201

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Jim Pottorff  
University of Kansas  
Strong Hall Room 245  
1450 Jayhawk Blvd.  
Lawrence, Ks

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor David Anderson  
City of DeSoto,  
City Hall  
33150 W. 83 St.  
Desoto, KS 66018

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Others

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Others

Print Name and Title: \_\_\_\_\_

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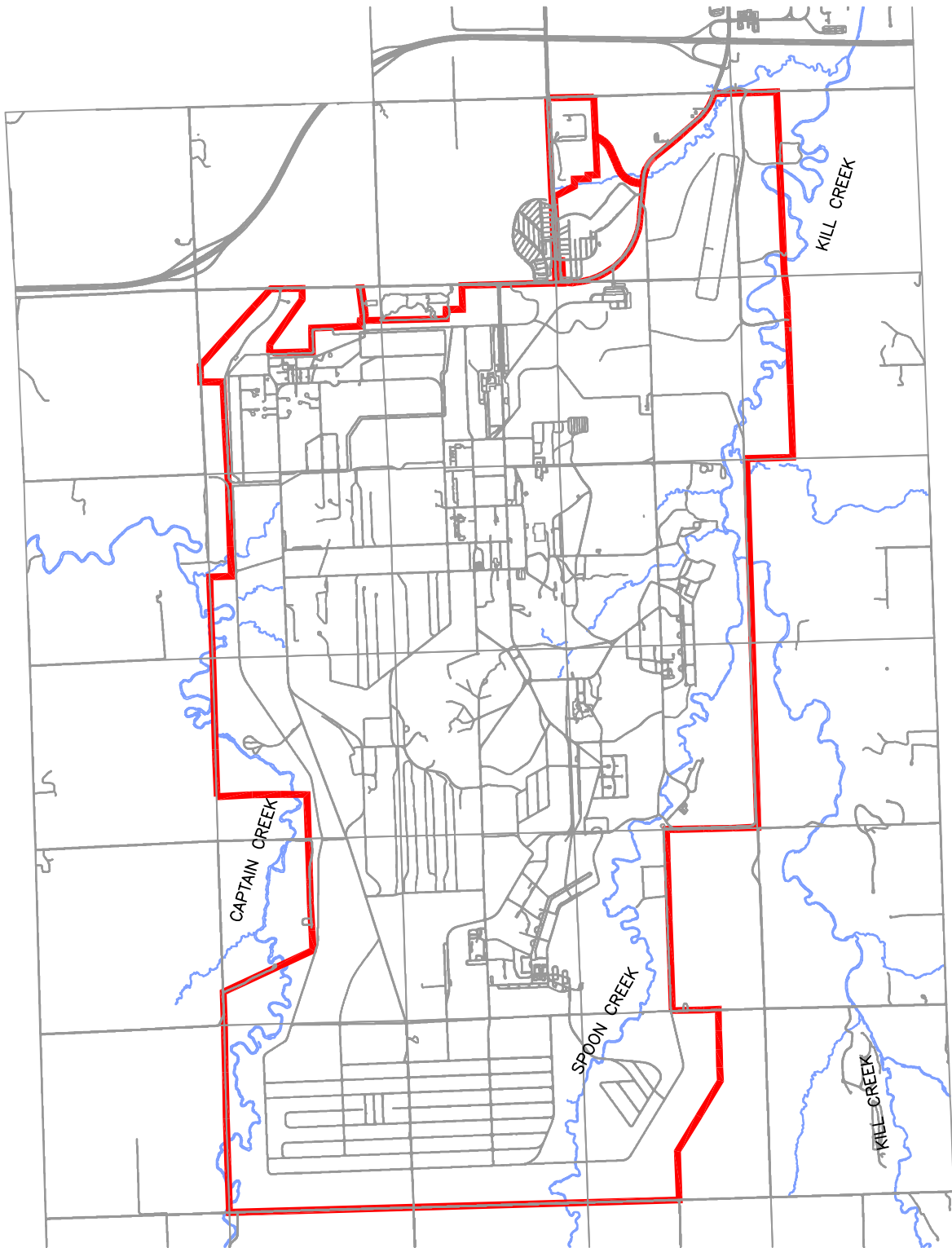
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0 2250 4500  
SCALE IN FEET

LEGEND

-  SUNFLOWER AAP BOUNDARY AND APE
-  CREEK
-  ROADS

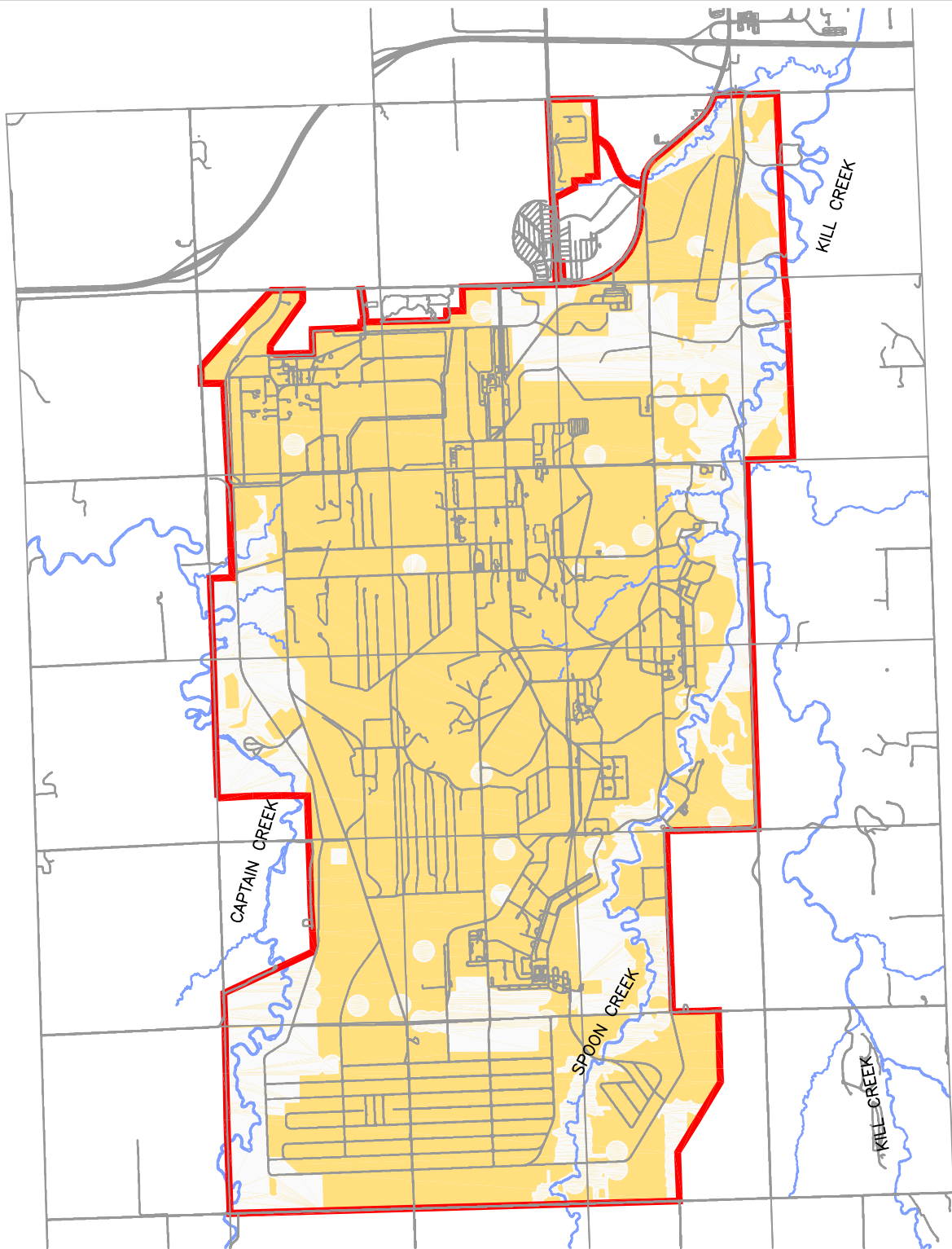


SUNFLOWER ARMY  
AMMUNITION PLANT  
JOHNSON COUNTY, KANSAS

ATTACHMENT 1  
SUNFLOWER AAP  
AREA OF POTENTIAL EFFECTS (APE)



TETRA TECH EM INC.



LEGEND

- SUNFLOWER AAP BOUNDARY
- CREEK
- ROADS
- LOW PROBABILITY AREA

0 2250 4500  
SCALE IN FEET

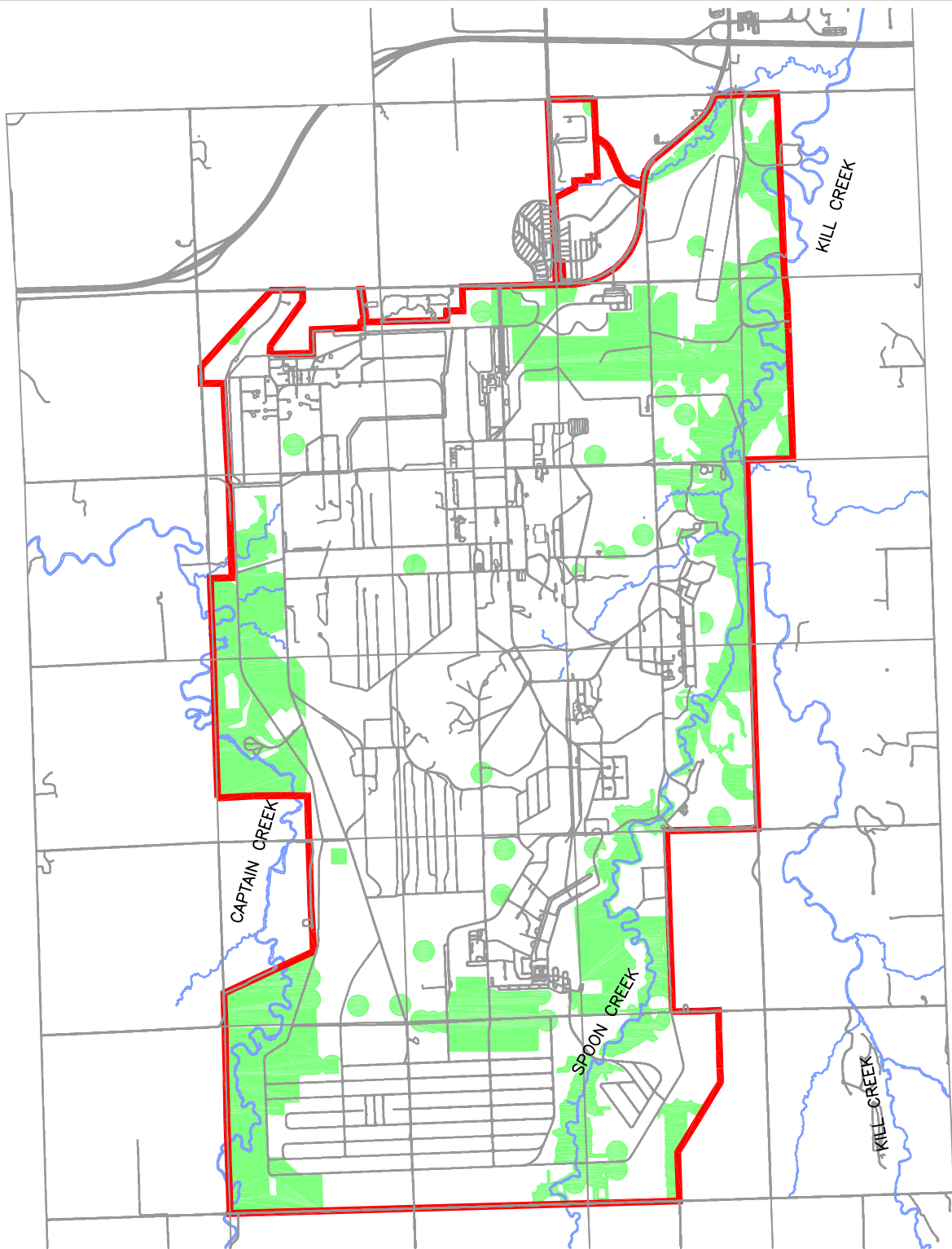


SUNFLOWER ARMY  
AMMUNITION PLANT  
JOHNSON COUNTY, KANSAS





ATTACHMENT 2  
SUNFLOWER AAP  
LOW PROBABILITY AREA



TETRA TECH EM INC.



LEGEND

-  SUNFLOWER AAP BOUNDARY
-  CREEK
-  ROADS
-  HIGH PROBABILITY AREA

0 2250 4500  
SCALE IN FEET



SUNFLOWER ARMY  
AMMUNITION PLANT  
JOHNSON COUNTY, KANSAS

ATTACHMENT 3  
SUNFLOWER AAP  
HIGH PROBABILITY AREA



TETRA TECH EM INC.

## ATTACHMENT 4

### PRESERVATION COVENANT FOR THE CONVEYANCE OF SUNFLOWER ARMY AMMUNITION PLANT HISTORICAL PROPERTIES

In consideration of the conveyance of certain real property of the Sunflower Army Ammunition Plant located in the County of Johnson, State of Kansas, the GSA hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Kansas State Historic Preservation Officer (Kansas SHPO) to protect the historical properties identified through the completion of Phase II and III evaluations by carrying out measures as follows:

1. The historic properties for which the Kansas SHPO has concurred with the eligibility nomination for inclusion in the National Register of Historic Places (National Register) are subject to the protection provisions under the National Historic Preservation Act (NHPA) (16 U.S.C. 470). On sites that have been determined eligible for listing on the National Register, any ground disturbing activity with the potential to directly or indirectly impact cultural deposits shall be restricted. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on historic properties that would affect their integrity without the express prior written permission of the Kansas SHPO, signed by a fully authorized representative thereof. Activities that will not directly or indirectly impact cultural (archeological) deposits may take place without comment from the Kansas SHPO. Examples of acceptable ground disturbing activities would include mowing and seeding where cultural deposits are contained below an existing plow zone or below 25 to 30 centimeters in depth below ground surface. Other ground disturbing activities (e.g., placement of a bike path, etc.) may occur as long as cultural deposits are contained in sediment or contexts below the depth of the proposed disturbance. If the impact of a proposed activity is in question, the Kansas SHPO should be contacted for comment.

Should the Kansas SHPO require, as a condition of granting such permission; the Grantee shall conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on an historic property that is eligible to be listed on the National Register. The Grantee shall consult with any federally recognized Indian Tribe that has expressed and has demonstrated an interest and connection to the historic property, as described in Section IV, Native American Concerns, in the Memorandum of Agreement (MOA). The Grantee shall, at its own expense, conduct such an activity in accordance with the Secretary of Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-37) and such standards and guidelines as the Kansas SHPO may specify, including but not limited to standards and guidelines for Principal Investigator qualifications, research design, conduct of field work, conduct of analysis, preparation and dissemination of

reports, and the disposition of artifacts and other materials. The Grantee will be responsible for the curation activities and associated fees.

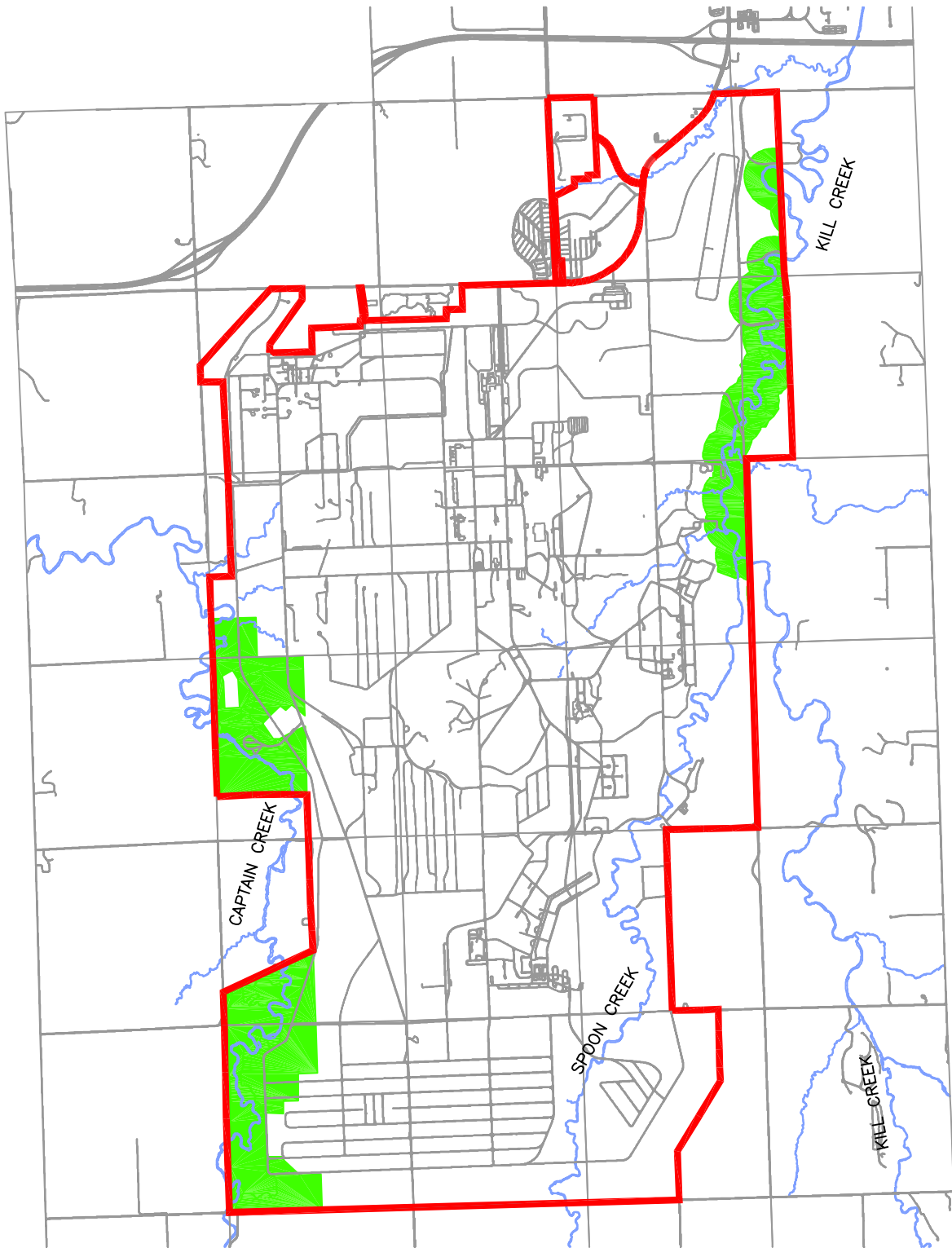
2. If human remains are encountered at any time on any portion of the transferred Property, the Grantee shall notify and consult with the Kansas State Archeologist, in accordance with the Kansas Unmarked Burial Sites Preservation Act (KSA 75-2741 through 75-2754). The Grantee will comply with any recommendations put forth by the Unmarked Burial Sites Preservation Board.
3. The Roberts House situated on the Sunflower property (NW ¼ of the NE ¼ of Section 25, Range 21 East, Township 13 South) will be preserved and maintained in accordance with plans made in consultation with the Kansas SHPO. The U.S. Army Corps of Engineers, Fort Worth District, prepared a report entitled, "Roberts House Existing Conditions Survey," dated April 3, 2002. The report contains a plan for roof repair and for both structural stabilization and rehabilitation, which will be carried out.
  - a. Any development, alterations, or substantial repairs to the property shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and shall be made in consultation with the Kansas SHPO. The Kansas SHPO will have 30 days to review and comment on any proposed work once complete and adequate notice is received in writing.
  - b. No physical or structural changes will be made to the exterior or interior of the structure without prior consultation with the Kansas SHPO.
  - c. Representatives of the Kansas State Historic Preservation Office shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the purchaser is in compliance with the terms of the MOA.
  - d. These restrictions shall be binding on the Parties hereto, their successors, and assignees in perpetuity; the Kansas SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assignees.
  - e. The acceptance of the delivery of a Deed conveying title to the property shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
  - f. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the General Services Administration, Kansas SHPO, or other interested party may, following reasonable notice to the Grantee, institute suit to enjoin said violation, or to require the



restoration of the condition of the improvements on the Roberts House property in accordance with the standards specified in this covenant. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney fees

4. The Grantee shall make every reasonable effort to prevent any person from vandalizing or otherwise disturbing these historic properties. The Grantee will follow any recommendation by the Kansas SHPO to protect these historic properties. Any such vandalism shall be promptly reported to the Kansas SHPO.
5. The Kansas SHPO shall be permitted at all reasonable times to inspect the Sunflower Army Ammunition Plant to ascertain if the above conditions are being observed.
6. In event of a violation (unauthorized disturbance of an historic site or any provision of this covenant, in addition to any remedy now or hereafter provided by law), the Kansas SHPO may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of any historic site affected by such violation. If successful, the Kansas SHPO and/or the Kansas State Attorney General shall be entitled to recover all costs or expenses in connection with such suit, including all court costs and attorney fees.
7. This covenant is binding on the Grantee, its heirs, successors, and assignees in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or legal instrument by which it divests itself of either the fee simple title or any other lesser estate in property transferred from the former Sunflower Army Ammunition Plant or any part thereof.
8. The failure of the Kansas SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.

This covenant shall be a binding servitude upon the real property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.



LEGEND

- SUNFLOWER AAP BOUNDARY
- CREEK
- ROADS
- TRIBAL AREAS OF INTEREST  
WITHIN HIGH PROBABILITY AREA

0 2250 4500  
SCALE IN FEET



SUNFLOWER ARMY  
AMMUNITION PLANT  
JOHNSON COUNTY, KANSAS

ATTACHMENT 5  
REMAINING AREAS OF  
TRIBAL INTEREST



TETRA TECH EM INC.